

## FARM EXPERT WRITES THE CONGRESSMEN

Edwin C. Moore, Of Haiku, In  
An Open Letter, Makes  
Suggestions

### NINETY-NINE YEAR LEASES BEST

me Would Mean Revolution in  
Present Plan Of Handling  
Public Lands

Edwin C. Moore, of the Haiku experiment station, has addressed the following open-letter to the visiting Congressmen:

Haiku, Maui, November 14, 1917

Gentlemen:—Some of us, who believe that for the sake of the future welfare of the Territory of Hawaii every proper step should be taken to increase the number of independent citizen farmers in the Territory, have come to feel that a change in the laws is necessary. The present laws regulating the homesteading of public land in the Territory make it too easy to obtain title to a homestead, and consequently constitute an invitation to speculators.

The result is that when a homestead tract is opened there are many more applicants than lots, and a large proportion of the applicants have not the least intention of making their homes upon the homesteads, or of farming them. They build a shack, stay there occasionally, perhaps, at the end of the required two years secure the oaths needed as to their residence, pay the assessed value, and lease the homestead to a corporation or an alien. The legitimate farmers, who might have had the homesteads and made homes of them, are largely crowded out in the drawings by these speculators.

This condition is not peculiar to homesteading in Hawaii. It has occurred elsewhere, and the remedy for it has been discovered and applied. The remedy is for the government never to part with the title, and to require continuous residence by the homesteader. In New Zealand the 66-year renewable lease and long term residence requirement, has succeeded in securing the desired end—the peopling of the land with real farmers. We are confident that in Hawaii a similar arrangement would do the same.

#### Homesteader Secure

A bill (H. B. 128) was introduced in the last legislature covering this. We already have a provision in our laws for 999-year leases without rental, requiring continuous residence, restricted to very small areas. (Revised Laws of Hawaii, 1915, Chapter 30, Part 6, Sections 388, and following.) H. B. 128 would have added a new part—Part 6A—differing from the present Part 6 in requiring an annual rental of 4 per. cent of the assessed value of the land, and enlarging the area to be taken. It is a safe guess that no speculator would be attracted to such a proposition, yet it gives the very best terms possible to the real farmer. He is as secure in his possession as though he held fee simple title, and all his (usually small) capital can be used for improvements, none being required to purchase the land. The requirement that he maintain his home continuously on the homestead is no hardship to the real farmer because he does that anyway, and he is as free to sell out if he wants to leave as any other farmer, the only difference being that instead of selling land he sells his improvements on the land—the land having cost him nothing in the first place and not belonging to him.

From the standpoint of the government, the small annual rental is a just return to all the people for allowing one of the people the exclusive occu-

pancy of a piece of public land which could have been leased for revenue if it had not been homesteaded, and the arrangement of the government always retaining title makes sure that, should the homesteading ever fail, the land will return to the government. The government's greatest advantage is, of course, the securing of a rural citizen population.

#### Secret Work

The advantages of this plan to both the government and the real homesteader, the fairness of it, and the fact that it has succeeded elsewhere, make a strong appeal to those unselfishly interested in Hawaii's future. The House of Representatives passed the measure, but the Senate threw it aside to make way for Senate Concurrent Resolution 14—a scheme to lease the best agricultural lands of the Territory to plantations for 20 years without the possibility for withdrawing the land for homesteading during that time. This measure the House refused to concur in, but in spite of its failure in the Territorial legislature, and of the fact, as evidenced by newspaper comment throughout the islands, that practically no one in the Territory as far as the great corpor. interests favored it, it was carried very secretly over the heads of the legislators and the people to you at Washington, and appeared as H. B. 4722 in the national House of Representatives.

The reports on the committee hearing at Washington show how clearly the members of congress saw through the scheme, and the failure to pass the bill, and the spirit evidenced at that hearing, has given us homesteaders a confidence that the congress will not permit the corporations to secure possession of the land that should be homesteaded, and that a change in the existing land laws (which have in large part failed of their purpose) will be made by congress if the change suggested bids fair to really accomplish the desired end.

It is to offer a suggestion of the change that is needed that this letter is written.

In considering this whole question as related to Hawaii it is necessary to remember that in no other part of the United States as far as I know, is an effort being made to homestead, and where wealthy corporations are eager to get the land and are able to outbid the small man for it. Special safeguards are necessary here to make sure that the land goes to a legitimate homesteader in the first place, and that it stays in the hands of him, or another legitimate homesteader.

It is also necessary, I regret to say, to remember that no law, however good, amounts to much unless it is enforced. If the governors of this Territory had always striven to enforce the existing land laws in spirit and in letter, the history of homesteading in Hawaii would have been different. Any new law to help out the situation must be so framed as to be very binding upon our public officials in its enforcement.

To recapitulate,  
1. The present land laws are not accomplishing their purpose.

2. No action by congress will constitute an act of omission that will result in squandering a large part of the public land to speculators—which land will eventually go, indirectly, to the corporations.

3. The crucial defect in the present laws is too short a residence requirement—a defect accentuated by too lax an enforcement of what requirement there is.

4. That doing away with the Right of Purchase Lease and the Special Homestead Agreement, and the substitution therefor of Homestead Lease with Rental, along the lines of H. B. 128, Session 1917, is respectfully suggested. In this connection the land laws of New Zealand, and the experience of that country with homesteading may be helpful.

Very respectfully yours,

EDWIN C. MOORE.

## AT THE THEATERS

### "The World Apart"

"The World Apart," a strongly virile story of western life, is a Morosco-Parmount picture starring Wallace Reid and Myrtle Stedman and containing many new twists in the plot which abounds in thrilling situations and the real kind of "heart interest." An interesting fact about "The World Apart" is that the author drew his material from an actual case.

The story follows the adventures and love affair of young Bob Fulton, mining superintendent in a small western town. Bob, a very chivalrous young man, has saved Rose de Brassy, a dance hall girl, from the unwelcome attentions of one of the town idlers and won her affections, although he fails to realize this.

When Clyde, the worthless son of the mine owner, is shipped out to Bob to be put to work, his real troubles start, for the young fellow takes a dislike to him from the first, and Bob's loyalty to his boss and his dislike for the young man conflict violently.

The trouble does not break out openly, however, until Clyde is caught cheating at cards, plans to rob the company's safe and is caught by Bob. In the melee Bob is shot through the shoulder and Clyde escapes.

Beth, the young girl whom Clyde had secretly married "back east" comes to town and helps nurse Bob back to health. The two fall in love and Bob, thinking he has killed Clyde, proposes to Beth. Just as she is confessing that she is Clyde's wife Clyde returns, and while the sheriff is searching Bob's cabin he climbs out a rear window and is shot.

This destroys the last obstacle between the two young lovers and also takes the responsibility of looking after the worthless son of his manager from Bob's shoulders. The two are married and doubtless, as they say in the fairy stories, "live happily ever after."

### "Giving Becky a Chance"

"Giving Becky a Chance" (Becky Knight). Cast: Vivian Martin, Jack Holt, Jack Richardson, P. H. Sosso, Alice Knowland.

In "Giving Becky a Chance," Vivian Martin has an opportunity to run her entire scale of dramatic emotions from the lightest light comedy to heavy, gripping tragedy.

The story is that of a young girl, the daughter of the general store-keeper in a small country town. So that their daughter may enjoy the best advantages, her parents send Becky to a boarding school. There, thrown in with a number of wealthy girls, Becky thoughtlessly poses as a wealthy heiress. How, through her mother's illness, her deception is found out by the man she loves and how, as a clever cabaret dancer, she finally saves her father from bankruptcy, and wins back her sweetheart, is brought about in a most charming and delightful manner.

### "Love's Law"

Innocent, an orphan, falls in with a company of wandering Gypsies, and is taken prisoner by one of them, a big man named Andre. When she escapes from the band, she meets Standish Driscoll, a young man of the city. Later she is recaptured by Andre, and she remains with her roving friends for a short time. There she discovers that she can dance, and she decides to make a career of her art, if she ever returns to the city.

Opportunity offers, and Innocent, under the name of Moner Moyer, achieves fame as a society dancer. In this way she meets Standish again, and she realizes for the first time that he is in love with her. But when he asks her to be his wife, she feels the old longing for the Gypsies in her veins, and she leaves her art and her home to return to the wanderers, and Andre.

### "Chicken Casey"

Bowery dive, Mavis enacts the part in such a lifelike manner that Hale, unaware that the supposed "Rags" is a famous actress, starts out to reclaim her and informs the manager that he has found his ideal heroine, and "Chicken Casey," the name that he knows her by, must have the star role in his play. The play is produced with pronounced success, Mavis Marberry playing the part of "Rags" with the same realism with which she invested the mock creation of "Chicken Casey". Hale, who is present at the premiere, recognizes that he has been the victim of a trick and leaves the theatre hurt and indignant. Mavis, whose masquerading had given her an insight into the nobility and chivalry of the man, finds a way to earn his forgiveness and secure a happy future for both star and author, and "Chicken Casey" becomes only a memory.



CHARLEY CHAPLIN

at the Wailuku Orpheum Thursday, November 29th., Matinee and Night. —Adv.

#### BY AUTHORITY

IN THE DISTRICT COURT OF WAILUKU, COUNTY OF MAUI, TERRITORY OF HAWAII.

J. H. KUNAWA, Assessor and Collector of Taxes in and for the Second Taxation Division of the Territory of Hawaii,

Plaintiff,

—vs.—

UNKNOWN OWNER of that portion of the land described in Royal Patent 3385, Land Commission Award 442, situate at Waihee, Maui, bounded on the North by the premises owned by Louise Aoe McGregor; on the East by the premises owned by Marie G. Vincent; on the South by the Government road; on the West by the premises owned by the Estate of B. K. Kaiwalea; containing an area of one-tenth of an acre, more or less; Defendant.

#### Order of Publication of Summons

An action having been brought in this Court by the Plaintiff above named for the recovery of Six and 45/100 Dollars (\$6.45) for taxes assessed upon the above described property to Unknown Owner for the years 1913, 1914, 1915, 1916 and 1917, and summons having been duly issued by me, citing said Unknown Owner of said property, named as defendant therein, to appear before me at my Court Room in Wailuku, County of Maui, Territory of Hawaii, upon the 1st day of December, A. D. 1917, at 10 o'clock A. M., there to answer the demand of said Plaintiff; and, it appearing that the defendant in said action is unknown:

IT IS HEREBY ORDERED that all parties in interest in said matter shall appear before me at my Court Room in Wailuku, County of Maui, aforesaid, upon Saturday, the 1st day of December, A. D. 1917, at 10 o'clock A. M., and defend the foregoing action, and upon failure to appear and defend as aforesaid, judgment will be rendered and entered and execution issued and levied upon the property for which the tax was assessed, or upon any property of such defendant as may be found in the District of Wailuku, County aforesaid, and that publication of this Order be made once a week for three consecutive weeks in the Maui News, a newspaper of general circulation in said Territory and printed and published at Wailuku aforesaid.

GIVEN UNDER MY HAND this 6th day of November, A. D. 1917.

W. A. McKAY,  
District Magistrate of Wailuku,  
County of Maui, Territory of  
Hawaii.

(Nov. 9, 16, 23.)

#### NOTICE OF SALE OF GOVERNMENT LOT

At 10 o'clock A. M., Monday, November 26th, 1917, at the office of Mr. W. O. Aiken, Sub-Agent, Paia, Maui, there will be sold at public auction the following Government lot:  
Government lot at Waioli-Keo-kea, Kula, Maui, known as the Chinese Cemetery Lot, containing an area of 4.60 acres, more or less. Upset price, \$25.

Terms Cash.  
For maps and further information apply at the office of Mr. W. O. Aiken, Sub-Agent, or at the office of the Commissioner of Public Lands, Capitol Building, Honolulu, T. H.

B. G. RIVENBURGH,  
Commissioner of Public Lands.  
Dated at Honolulu, October 17th, 1917.

(Oct. 26, Nov. 2, 9, 16, 23.)

#### NOTICE

All persons are hereby warned against buying, selling or dealing in Keweenaw or Algaroba Beans, gathered or picked up in the premises or pastures of the H. C. & S. Co. without due authority from the said company. Persons found disregarding this warning will be dealt with by due process of law.

H. C. & S. Co.,  
F. F. BALDWIN,  
Manager.

(Aug., Sept., Oct., Nov.)



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THE LIVE AUCTIONEER  
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Residence and Postoffice: Makawao  
Phone: Tam Yau.

## BANK OF MAUI LIMITED

### STATEMENT

showing condition at the close of business September 29th, 1917.

ASSETS, owned by the Bank	
Loans, Discounts and Overdrafts .....	\$ 534,211.30
This represents loans and advances to customers of the Bank.	
Cash on Hand and in Bank .....	196,740.96
Actual gold and silver coin and Sight Exchange on correspondent Banks.	
Bonds and Securities .....	282,561.59
This is practically our secondary reserve, for the protection of our depositors, consisting principally of high grade, Territorial, Railroad and Industrial Bonds.	
Real Estate and Banking Premises .....	17,600.00
Actually owned by the Bank, located at Wailuku, Lahaina and Paia.	
Furniture and Fixtures .....	7,431.02
Contained in the Main Bank at Wailuku and its branches at Lahaina and Paia.	
Leasehold .....	925.00
Representing the valuation of the Bank's equity in the Lease upon its Wailuku property.	
Total Resources .....	\$1,039,469.87

LIABILITIES	
Capital Stock Paid In .....	\$ 150,000.00
Surplus and Undivided Profits .....	22,437.09
Deposits .....	867,032.78
The Bank and its Branches has total deposits, net, as above.	
Total Liability .....	\$1,039,469.87

Territory of Hawaii )  
Island and County of Maui ) SS

I, C. D. LUFKIN, Vice-President and Manager of the above named Bank, do solemnly swear that the above statement is true to the best of my knowledge and belief.

C. D. LUFKIN, Vice-President and Manager.  
Subscribed and sworn to before me this 1st day of October, A. D. 1917.

ENOS VINCENT, Notary Public.

## Wailuku Construction and Drayage Co., Ltd.

TRANSFERRING AND DRAYING  
"SERVICE FIRST"

